

1 **THE AGUILERA LAW GROUP, APLC**

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9 Attorneys for Plaintiffs TRAVELERS INDEMNITY COMPANY OF  
10 CONNECTICUT and TRAVELERS PROPERTY CASUALTY COMPANY OF  
11 AMERICA

12 **UNITED STATES DISTRICT COURT**  
13 **EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION**

14 TRAVELERS INDEMNITY  
15 COMPANY OF CONNECTICUT, a  
16 Connecticut corporation, TRAVELERS  
17 PROPERTY CASUALTY COMPANY  
18 OF AMERICA, a Connecticut  
19 corporation

20 Plaintiff,

21 v.

22 TAYLOR MORRISON OF  
23 CALIFORNIA, LLC, a California  
24 limited liability company; TAYLOR  
25 MORRISON SERVICES, INC., a  
26 Delaware corporation; and DOES 1  
27 through 10 inclusive,

28 Defendant.

TAYLOR MORRISON OF  
CALIFORNIA, LLC, a California  
limited liability company; TAYLOR  
MORRISON SERVICES, INC., a  
Delaware corporation; and DOES 1  
through 10 inclusive,

Counterclaimants,

vs.

Case No. 2:12-cv-02933-TLN-CKD  
[Hon. Troy L. Nunley]

**STIPULATION TO  
VOLUNTARILY DISMISS  
ENTIRE ACTION UNDER FRCP  
RULE 41; ORDER**

1 TRAVELERS INDEMNITY  
2 COMPANY OF CONNECTICUT, a  
3 Connecticut corporation, TRAVELERS  
4 PROPERTY CASUALTY COMPANY  
OF AMERICA, a Connecticut  
corporation,

Counterdefendants.

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7 **WHEREAS**, Plaintiffs Travelers Indemnity Company of Connecticut and  
8 Travelers Property Casualty Company of America (collectively “Travelers”) and  
9 Defendants Taylor Morrison of California LLC, and Taylor Morrison Services, Inc.  
10 (collectively “Taylor Morrison”) have reached a settlement;

11 **WHEREAS**, Plaintiffs Travelers wish to dismiss, with prejudice, their  
12 Complaint against defendants Taylor Morrison in the present action.

13 **WHEREAS**, Defendants Taylor Morrison wish to dismiss, with prejudice,  
14 their Counterclaim against plaintiffs Travelers in the present action.

15 **IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN**  
16 Travelers and Taylor Morrison, by and through their designated counsel, that the  
17 Complaint against Taylor Morrison be and is hereby dismissed with prejudice from  
18 the above-entitled action pursuant to FRCP 41.

19 **IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN**  
20 Taylor Morrison and Travelers, by and through their designated counsel, that the  
21 Counterclaim against Travelers be and is hereby dismissed with prejudice from the  
22 above-entitled action pursuant to FRCP 41.

23 Travelers and Taylor Morrison further agree to waive any claim for costs they  
24 might have against each other associated with the present action.

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Dated: November 25, 2014

**THE AGUILERA LAW GROUP, APLC**

By: /s/ Kimberly R. Arnal

A. Eric Aguilera, Esq.  
Kimberly R. Arnal, Esq.  
Attorneys for Plaintiffs Travelers Property  
Casualty Company of America and Travelers  
Indemnity Company of Connecticut

Dated: November 25, 2014

**COX CASTLE NICHOLSON LLP**

By: /s/ John R. Musitano, Jr.

John R. Musitano, Jr., Esq.  
Attorney for Defendants and Counterclaimants  
Taylor Morrison of California LLC and Taylor  
Morrison Services, Inc.

**ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED,

Dated: November 25, 2014

Troy L. Nunley  
United States District Judge